

**HARVEY SCHOOL DISTRICT 152  
AND  
HARVEY EDUCATION ASSOCIATION, IEA-NEA**

**SETTLEMENT AGREEMENT  
CONCERNING  
REDUCTION IN FORCE PROCESS**

THIS AGREEMENT is entered into by the BOARD OF EDUCATION OF HARVEY SCHOOL DISTRICT NO. 152, COOK COUNTY, ILLINOIS (hereinafter the "Board"), and the HARVEY EDUCATION ASSOCIATION, IEA-NEA (hereinafter "Association").

WHEREAS, there is pending in the Illinois Educational Labor Relations Board ("IELRB") an unfair labor practice charge in Case No. 2013-CA-0050-C ("ULP") filed by the Association against the Board, which ULP relates to information requested by the Association pertaining to the reduction in force ("2012 RIF") of teachers by the Board at the end of the 2011-12 school year; and

WHEREAS, various concerns have been raised by the Association relating to the manner in which that RIF was conducted; and

WHEREAS, the parties have negotiated a collective bargaining agreement for the period 2011-2014 ("CBA"), which CBA as negotiated contains teacher reduction provisions inconsistent with the provisions of law as that law has recently been amended; and

WHEREAS, the parties wish to resolve pending disputes regarding the 2012 RIF, except as provided specifically provided herein, and to clarify the reduction in force process; and

In consideration of the mutual promises contained herein, the sufficiency of which the parties each acknowledge,

THE PARTIES AGREE AS FOLLOWS:

1. The Letter of Understanding, the form which is attached hereto as Exhibit A, is approved by each party and the appropriate representatives of the parties shall execute it.

2. The Board shall not honorably dismiss any teachers in the District by means of a reduction in force at the end of the 2012-13 school year.

3. Beginning with the 2012-13 school year, the Board shall employ a format for its sequence of honorable dismissal, as required by Section 24-12 of the School Code (105 ILCS 5/24-12) substantially similar to the format shown in Exhibit B, except to the extent changes in the law mandate changes in the format. The parties shall periodically meet to review the format for other changes which might be advisable and shall reasonably consider such changes.

4. The Association shall promptly withdraw the ULP and not otherwise pursue the remedies sought therein.

5. Other than legal recourse relating to how the 2012 RIF impacted the employment of teachers Anita Russell, Edward Tulaski, and Cheryl Walker, the Association waives and releases any claims it might have relating to the 2012 RIF.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

BOARD OF EDUCATION OF  
HARVEY SCHOOL DISTRICT NO. 152,  
COOK COUNTY, ILLINOIS

HARVEY EDUCATION ASSOCIATION,  
IEA-NEA

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2013

Dated: \_\_\_\_\_, 2013